

(Magistrate Judge Sunil R. Harjani

The Parties to this case (“Parties”) -- Plaintiff The Estate of Vivian Maier (“Estate”), and Defendants Jeffrey Goldstein and Vivian Maier Prints, Inc. (collectively, “Goldstein”) -- for their Joint Agreed Motion to Extend Court’s Exercise of Jurisdiction over Settlement Agreement and Date When Dismissal of Case Without Prejudice Converts to Dismissal With Prejudice, state as follows:

2. Also on April 4, 2019, the Parties consented to reassignment of jurisdiction over the case to Magistrate Judge Harjani. *See*, Dkt. No. 116. An Order reassigning the case to Magistrate Judge Harjani was entered on April 5, 2019. *See*, Dkt. No. 117.

3. On May 21, 2019, the Court entered an order dismissing the case without prejudice. *See*, Dkt. No. 118.

4. On October 1, 2019, the Court entered a (corrected) Minute Entry, providing that the dismissal without prejudice shall convert to dismissal with prejudice on October 30, 2020. *See*, Dkt. No. 125.

5. The Parties entered into the Confidential Settlement Agreement and Global Release (“Settlement Agreement”), on January 7, 2020, which, *inter alia*, included provisions: (1) agreeing that Magistrate Judge Harjani shall retain jurisdiction over the Settlement Agreement; (2) setting forth certain dates for performance of obligations; and (3) providing that the dismissal without prejudice shall convert to dismissal with prejudice on October 30, 2020, or earlier if certain obligations are met, consistent with the Court’s prior order.

6. Further, on October 2, 2020, the Court entered a (corrected) Minute Entry, providing that the dismissal without prejudice shall convert to a dismissal with prejudice on July 16, 2021. *See*, Dkt. No. 128.

7. All Parties have thus far performed in good faith under the Settlement Agreement, but the global Pandemic has caused the need to extend the deadlines by which certain obligations of Goldstein must be performed. The Parties have communicated openly and in good faith with each other about this and have agreed to amend the Settlement Agreement to reflect the effects of the Pandemic (the “Second Amendment”).

8. The Second Amendment provides for the extension of certain deadlines for Goldstein’s performance, as well as the extension of the date where dismissal without prejudice will convert to dismissal with prejudice from July 16, 2021 to July 16, 2022

9. The Parties respectfully request that the Court enter an order stating that the

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